

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

KELLY CORCORAN,

Plaintiff,

v.

AMERICAN FAMILY MUTUAL
INSURANCE COMPANY S.I., a foreign
insurer,

Defendant.

Case No. C21-478RSL

ORDER DENYING MOTION
TO REMAND

This matter comes before the Court on plaintiff's "Motion to Remand" (Dkt. # 8). The Court has reviewed the parties' submissions.¹

This litigation commenced in King County Superior Court on March 16, 2021. Dkt. # 1-1. Plaintiff alleges claims for violation of Washington's Insurance Fair Conduct Act, breach of contract, violation of Washington's Consumer Protection Act, breach of the implied covenant of good faith and fair dealing, negligence, and declaratory relief. Dkt. # 1-1 ¶¶ 6.1–6.7. The complaint maintains that defendant served as plaintiff's automobile insurance carrier, that plaintiff was injured in an automobile collision due to the negligence of an uninsured driver, Dkt. # 1-1 ¶ 3.1, and that defendant had issued an applicable insurance policy to plaintiff that included uninsured motorist (UIM) coverage with a policy limit of \$100,000 per person. Dkt.

¹ The Court finds this matter suitable for disposition without oral argument.

1-1 ¶ 1.2. Plaintiff seeks “compensatory damages pursuant to the terms of her UIM policy,” economic damages, non-economic damages, reasonable attorney fees, prejudgment interest on liquidated damages, costs and disbursements, treble damages, and payment of all money recovered by defendant from the at-fault uninsured driver. Dkt. # 1-1 ¶¶ 7.1–7.9. On April 9, 2021, defendant removed the case to federal court based on diversity jurisdiction. Dkt. # 1.

A defendant in state court generally has the right to remove the case to federal court only if the case could have been filed originally in federal court. See 28 U.S.C. § 1441(a). The general removal statute, 28 U.S.C. § 1441, is construed restrictively: any doubts regarding the removability of a case will be resolved in favor of remanding the matter to state court. See, e.g., Shamrock Oil & Gas Corp. v. Sheets, 313 U.S. 100, 108–09 (1941); Durham v. Lockheed Martin Corp., 445 F.3d 1247, 1252 (9th Cir. 2006). Defendant has the burden of proving by a preponderance of the evidence that removal is appropriate under the statute. Hunter v. Philip Morris USA, 582 F.3d 1039, 1042 (9th Cir. 2009).

Federal courts have jurisdiction over cases involving citizens of different states where the amount in controversy exceeds \$75,000. 28 U.S.C. § 1332(a). Diversity is undisputed in this case. See Dkt. # 8 at 3 (“Plaintiff concedes that the parties are in complete diversity.”). The parties do not agree, however, on the amount in controversy. “Where it is not facially evident from the complaint that more than \$75,000 is in controversy, the removing party must prove, by a preponderance of the evidence, that the amount in controversy meets the jurisdictional threshold.” Matheson v. Progressive Specialty Ins. Co., 319 F.3d 1089, 1090 (9th Cir. 2003). Although plaintiff did not plead specific dollar values in the section of her complaint governing damages, the face of the complaint nevertheless makes clear that plaintiff is seeking damages in excess of \$75,000. See Lim v. Nat’l Gen. Ins. Co., No. C15-383RSL, 2015 WL 12025326, at *2 (W.D. Wash. Apr. 30, 2015) (finding that “the alleged facts and damages in plaintiff’s complaint are sufficient to establish an amount in controversy in excess of the jurisdictional threshold” where plaintiff did not allege an exact dollar amount of damages but the complaint otherwise asserted entitlement to damages associated with a particular policy limit).

1 The complaint here includes various allegations that the damages in question exceed the
2 \$100,000 policy limit, e.g.,

3 3.3 To date, the cost of Plaintiff's reasonable and necessary treatment for
4 injuries caused by the crash exceeds \$16,000. *A conservative estimate of the cost*
5 *of reasonable and necessary treatment over her remaining lifetime exceeds*
6 *\$100,000.*

7 3.4 In addition to experiencing physical pain, mental suffering, inconvenience,
8 disability and disfigurement caused by the crash, Plaintiff also experienced and
9 continues to experience a profound loss of enjoyment of life. An elite athlete
10 before the crash, Plaintiff's injuries have had a profound impact on her ability to
11 take part in the physical activities that defined her – all of which were performed
12 without pain, weakness or limitation before the crash. *Plaintiff is entitled to fair*
13 *and reasonable compensation for her past and future non-economic damages, the*
14 *value of which exceed the American Family UIM insurance policy limit.*

15

16 4.1 On October 10, 2017, *pursuant to the terms of her UIM policy, Plaintiff*
17 *submitted a 30-page written \$100,000 policy limit demand* to American Family
18 claim adjuster Sarai L. Hernandez. Plaintiff based her policy limit demand on a
19 showing that *fair and reasonable compensation for her damages exceeded*
20 *\$500,000. Plaintiff provided 305 pages of medical records in further support of*
21 *her policy limit settlement demand.*

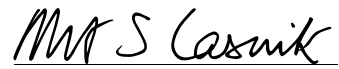
22

23 4.6 Plaintiff also submitted no fewer than ten jury verdict and settlement
24 reports establishing that *fair and reasonable compensation for Plaintiff's non-*
25 *economic damages alone exceed her \$100,000 UIM policy limit.*

26 Dkt. # 1-1 (emphasis added). Given the complaint's allegations indicating that plaintiff is
27 entitled to damages in excess of the \$100,000 policy limit, defendant has established that the
28 amount in controversy more likely than not exceeds \$75,000. Accordingly, the Court has subject
matter jurisdiction over this matter.

For all of the foregoing reasons, plaintiff's "Motion to Remand" (Dkt. # 8) is DENIED.

1 DATED this 16th day of August, 2021.

2
3 

4 Robert S. Lasnik

5 United States District Judge
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28